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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION ONE

In re Marriage of ALBERT R. ARTEAGA,  
JR., and DORA LETICIA BONILLA.

B260576

(Los Angeles County  
Super. Ct. No. LD065773)

ALBERT R. ARTEAGA, JR.,

Respondent,

v.

DORA LETICIA BONILLA,

Appellant.

APPEAL from an order of the Superior Court of Los Angeles County, Virginia  
Keeny, Judge. Affirmed.

Dora Leticia Bonilla, in pro. per., for Appellant.

No appearance for Respondent.

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Dora Leticia Bonilla appeals the judgment in this marital dissolution action, arguing the trial court misjudged the evidence, permitted respondent Albert Arteaga (aka Rodriguez) to conceal assets, and prohibited her from presenting more evidence. We disagree with each contention, and therefore affirm.

### **BACKGROUND**

Bonilla represents she worked as the general manager of West Coast Auto Training (West Coast), a company owned by Arteaga, beginning in 2004. Shortly after she began work, Arteaga moved in with her, promising to pay half of their living expenses. Two months later, he persuaded Bonilla to invest labor and money in remodeling a home he had inherited from his parents, promising to share the resulting rental proceeds. Due largely to Bonilla's efforts, the property appreciated from a value of approximately \$45,000 to \$650,000. In 2008, Arteaga transferred title in West Coast to Bonilla, and the company began to grow, largely due to her efforts. When Arteaga represented to Bonilla the company needed to purchase \$500,000 worth of equipment but could not do so while paying her a salary, she agreed to work for approximately a year without a salary.

Bonilla and Arteaga were married in 2008.

In 2009, Arteaga persuaded Bonilla to transfer title in West Coast back to him, promising he would then convey the company to them both jointly, then sell it and share the profits with her. She discovered three years later, however, that instead of doing so he changed the company's name and conveyed it to his son, who then sold it. Bonilla represents the company owned equipment worth \$444,444 at the time of sale.

Arteaga kept none of his promises. He made no contribution to living expenses and neither shared rental income with her nor gave her any proceeds from the sale of West Coast. Further, during the seven years he and Bonilla were together, he paid \$367 per month in child support to a third party, half of which Bonilla argues was community property.

In July 2013, Arteaga filed a marital dissolution petition in the Los Angeles Superior Court. The parties thereafter entered into a settlement agreement disposing of

all of their separate and community property. Bonilla later repudiated the settlement, contending Arteaga had concealed his assets from her.

Arteaga moved to enforce the settlement. At the hearing, Bonilla contended Arteaga had concealed both his salary and pension earned during 33 years of service in the United States Air Force. As proof of this service, she produced a copy of their wedding photo, in which Arteaga wore a purported United States Army Class A uniform coat with insignia indicating he had completed Army Ranger and Airborne Schools, earned a combat infantry badge, and was a lieutenant colonel in the Army Fifth Special Forces Group, but which was missing several insignia (“U.S.” pins, branch or regimental pins, and a nameplate) and sported a ribbon rack that appears to have been obtained from a costumier.<sup>1</sup> Bonilla also argued Arteaga had served in Viet Nam in 1968 (12 years prior to the beginning of his purported Air Force career), as evidenced by his vanity license plate “NAM VT 68,” served several tours in Iraq and Afghanistan, and had received a letter inviting him to join the American Legion.

Noting that Arteaga’s uniform did not appear to be Air Force apparel, the family law court inquired into his military service. Arteaga testified he had never served in the military, but liked to wear military uniforms. The court then inquired of Bonilla whether she had other evidence of Arteaga’s military service or of concealed assets. She replied she had none, but requested a continuance to obtain more evidence and a court order authorizing the Air Force to release Arteaga’s service record to her. Declining to delay the proceedings, the court granted Arteaga’s motion to enforce the parties’ settlement and entered judgment accordingly, but retained jurisdiction to afford Bonilla an opportunity to obtain evidence of concealed assets.

Bonilla timely appealed.

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<sup>1</sup> On our own motion we take judicial notice of the fact that Arteaga’s purported ribbons represent nonexistent medals. (Evid. Code, § 452, subd. (h) [court may take judicial notice of matters easily verified and not reasonably subject to dispute].)

## DISCUSSION

### I. Standard of Review

“In a marital dissolution proceeding, a court determines the division of property between the spouses by first characterizing the parties’ property as community property or separate property. [Citation.] Family Code section 760 provides that all property acquired by the spouses during the marriage is community property ‘[e]xcept as otherwise provided by statute.’” (*In re Marriage of Davis* (2015) 61 Cal.4th 846, 849.) “We review the trial court’s factual findings regarding the existence and character of the parties’ property under the substantial evidence standard.” (*In re Marriage of Cooper* (2016) 247 Cal.App.4th 983, 993.) “If the pertinent inquiry requires application of experience with human affairs, the question is predominantly factual and its determination is reviewed under the substantial-evidence test.” (*Crocker National Bank v. City and County of San Francisco* (1989) 49 Cal.3d 881, 888.) If the parties stipulate for settlement of the case, the court, upon motion, may enter judgment pursuant to the terms of the settlement. (*In re Marriage of Assemi* (1994) 7 Cal.4th 896, 900.)

### II. Substantial Evidence Supports the Judgment

At the hearing, Arteaga represented he had no assets and Bonilla admitted she was unaware of any assets to which she may lay claim. The family law court therefore properly entered judgment pursuant to the parties’ settlement agreement.

Bonilla argues the trial court erred in denying her request for an order that the Veteran Affairs Administration disclose Arteaga’s military service to her. The argument is without merit. First, the court did not deny Bonilla’s request, but instead directed her to request the order from the court clerk and retained jurisdiction over the matter to afford her an opportunity to do so. In any event, the court was entitled to find Bonilla failed to show good cause for such an order because Arteaga testified he had never served in the military. (See Evid. Code, § 411 [“the direct evidence of one witness who is entitled to full credit is sufficient for proof of any fact”].) The court was not compelled to believe Bonilla’s contrary evidence—Arteaga’s NAM VT 68 license plate, the Army costume he wore to their wedding, his representations to her that he was in the Air Force and had

served several tours in Iraq and Afghanistan, or an invitation to join the American Legion. When more than one inference can reasonably be deduced from the facts, we may not substitute our deductions for those of the trial court. It is of no consequence that the trial court might have reached a contrary conclusion had it believed other evidence or drawn different inferences. Under the applicable standard of review, we cannot reweigh the evidence on appeal. (See *People v. Brown* (1984) 150 Cal.App.3d 968, 970.)

Bonilla argues Arteaga failed to sign his marital dissolution financial disclosure forms. But she forfeited the objection by failing to afford the trial court an opportunity to address the error. (See *People v. Heard* (2003) 31 Cal.4th 946, 972, fn. 12 [failure to raise an evidentiary objection at trial forfeits the objection on appeal].) Bonilla also argues Arteaga's financial disclosures were fraudulent and the declarations supporting them fabricated, as evidenced by contradictions in them. But those also were matters to be decided in the trial court. On appeal, we have no power to reweigh evidence or reverse a trial court's factual findings.

Bonilla argues that by focusing on Arteaga's military service at the hearing, the family law court precluded her from offering evidence supporting her rights to spousal support, to reimbursement "for child support and labor," and to a prorated share of profits realized both from the rental property she helped Arteaga renovate and from West Coast, which she helped improve. She argues the court denied her an opportunity to obtain discovery necessary to show she was employed by Arteaga and had agreed to forgo her salary, and ignored her declaration, wherein she stated that although she was currently unaware of any benefits to which she was entitled, she needed additional time to uncover hidden assets. The arguments are without merit. At the conclusion of the hearing the court asked her, "Ma'am? . . . Do you have any other information?" She said she did not, and made no request for a continuance to permit her to conduct additional discovery. The court nevertheless afforded her time to obtain evidence supporting her claims, but she failed to do so.

Apparently to bolster her argument that she did not receive a fair hearing, Bonilla complains the family law court asked Arteaga leading questions at the hearing and at

times “testified for him.” We reject this characterization. The court inquired of Arteaga in a simple, straightforward and entirely unremarkable manner whether he had ever served in the military, and repeated one question when Arteaga apparently had misheard it. Nothing about the court’s questioning was improper. On the contrary, its style revealed that the court believed Bonilla’s representation that Arteaga had told her he served in the Air Force, and the court was determined to get to the truth of the matter by questioning him more closely.

Bonilla represents for the first time on appeal that she recently discovered Arteaga owns several bank accounts and investments he failed to disclose. She seeks judicial notice of several statements from what appear to be a 401(k) and other accounts of indeterminate origin, as well as of several other financial documents, including what appear to be a lease agreement, tax documents, and billing statements from the Department of Child Support Services. The request for judicial notice is denied, and Bonilla’s invitation to weigh Arteaga’s finances against his disclosures is rejected, as those were all factual matters to be determined by the trial court in the first instance. On appeal, we may decide only matters of law.

#### **DISPOSITION**

The judgment is affirmed.

NOT TO BE PUBLISHED.

CHANEY, Acting P. J.

WE CONCUR:

JOHNSON, J.

LUI, J.